



BIDS MUST BE RECEIVED BY:

**11/03/2021 – 2:00PM**

**SOLICITATION: 21-014**

ISSUE DATE: October 6, 2021

**PRINT VENDOR NAME & ADDRESS BELOW:**

**PLEASE MAIL SIGNED BID TO:**

SOUTH LOUISIANA COMMUNITY COLLEGE  
ATTN: PURCHASING BID# 21-014  
1101 BERTRAND DRIVE  
LAFAYETTE, LA 70506

***BIDS NOT DELIVERED BY THE U.S. POSTAL  
SERVICE MAY BE SENT TO:***

SOUTH LOUISIANA COMMUNITY COLLEGE  
ATTN: PURCHASING BID# 21-014  
320 Devalcourt Street  
LAFAYETTE, LA 70506

**BUYER:** Nicole Manuel

**PHONE:** 337-521-8898

**BIDS MUST BE SIGNED TO BE CONSIDERED**

INSTRUCTIONS TO PROPOSERS:

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. ALL PROPOSED PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALLED BY THE BIDDER.
4. PROPOSED PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE SPECIFIED IN THE BID REQUIREMENTS. BIDS CONTAINING "PAYMENT IN ADVANCE" C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: \_\_\_\_\_. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.

THE BIDDER CERTIFIES:

- COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
- THAT IF MY BID IS ACCEPTED WITHIN 90 DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION)
- DELIVERY WILL BE MADE WITHIN 14 DAYS AFTER RECEIPT OF ORDER.
- BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
- IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. **THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.**

Please print name:

Signature

Date:

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## ***TERMS AND CONDITIONS***

- 1) ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.
- 2) BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON AND IN ACCORDANCE WITH FORMS PROVIDED.
- 3) BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
- 4) SOUTH LOUISIANA COMMUNITY COLLEGE RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITIES.
- 5) PRICES: UNLESS OTHERWISE SPECIFIED BY SOUTH LOUISIANA COMMUNITY COLLEGE IN THE SOLICITATION, BIDS PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY PROPOSER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC) AS SPECIFIED IN THE BID.
- 6) DESCRIPTIVE INFORMATION: BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR SOUTH LOUISIANA COMMUNITY COLLEGE TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE PROPOSAL TO BE REJECTED.
- 7) CONTRACT RENEWALS: UPON AGREEMENT OF SOUTH LOUISIANA COMMUNITY COLLEGE AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.
- 8) SOUTH LOUISIANA COMMUNITY COLLEGE RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY (30) DAY WRITTEN NOTICE.
- 9) THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY SLCC TO INCREASE OR DECREASE THE AMOUNT AT THE UNIT PRICES STATED IN THE BID.

### ***Mandatory Site Visits***

Each bidder must perform mandatory pre-bid site visits. A pre-bid conference shall be held at South Louisiana Community College's Health and Science Building Auditorium located at 1101 Bertrand Drive, Lafayette, LA 70506 on October 14, 2021 at 10:00am CST. Bidders that are unable to attend the scheduled conference may schedule a visit by contacting:

**Kenneth Hanks, Maintenance Superintendent**

**337-788-8115**

- Site visits must take place before scheduled bid opening.
- A signed copy of the attached Site Visit Verification Form must be submitted with the bid proposal.
- **Oral communications during site visit shall be considered unofficial and non-binding.**

### ***Guidelines***

All bid prices must be all-inclusive to include any outsourced or contracted work. Any bids which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

The organization submitting a bid will be the sole contractor as the result of any bid award, and that sole contractor shall be responsible for all deliverables specified in the bid. This general requirement notwithstanding, proposers may enter into subcontractor arrangements.

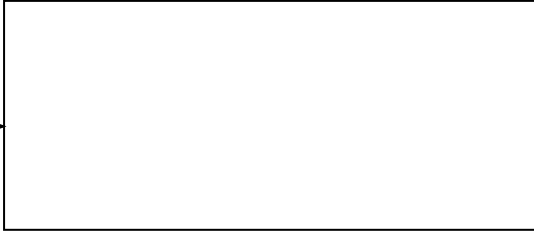
If the organization submitting a bid must outsource or contract any work to meet the requirements contained herein, the proposer shall identify subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with South Louisiana Community College, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of South Louisiana Community College.

Issuance of this bid in no way constitutes a commitment by South Louisiana Community College to award a contract. South Louisiana Community College reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the College's best interest.



**PRINT VENDOR NAME & ADDRESS BELOW:**



Item	Description	Quantity	Unit	Unit Price	Extended Amount
1	Lafayette Campus Lawn Maintenance Service in accordance with the attached scope of work.	36	Ea.		
2	Lafayette Campus Lawn Maintenance Service, upon request, in accordance with the attached scope of work.	1	Ea.		
3	New Iberia Campus, Lawn Maintenance Service in accordance with attached scope of work	36	Ea.		
4	New Iberia Campus, Bush Hog 13 Acres accordance with attached scope of work	12	Ea.		
5	New Iberia Campus, Lawn Maintenance Service, upon request, in accordance with attached scope of work	1	Ea.		

Please print name:

Signature

Date:

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## **SPECIFICATIONS**

**Bid 21-014**

**This solicitation is for services to be performed at the college's Lafayette location, situated on approximately 46 acres adjacent to Devalcourt Street, west of Bertrand Drive, Lafayette, Louisiana and for services to be performed at the college's New Iberia Campus location, situated on approximately 49 total acres of lawn (36 acres) and field (13 acres), adjacent to Ember Drive, New Iberia, LA. Service shall include the care and maintenance of approximately 22 acres of lawn and adjacent pedestrian and parking areas in Lafayette.**

Mowing- The grass lawn shall be mowed, throughout the term of the contract, to a height no lower than 2" with mowers designed for commercial use. Small mowers shall be used for difficult or tight areas where commercial mowers cannot maneuver. Continuous lawn areas should be mowed in one mowing operation. All aspects of the mowing shall be governed by seasonal demands and grass growth. The grass lawn shall be mowed a minimum of 36 times per year; 12 times (approximately once every two weeks) October through March, and 24 times (approximately once every week) April through September. Mower guards shall be used when mowing near parking areas, buildings, driveways, pedestrians and vehicles. Grass clippings shall be bagged or mulched during mowing. Grass clippings shall be removed on the same day that they are generated, shortly after mowing or trimming is performed.

Cut/Bush Hog – Thirteen (13) acre field adjacent to Ember Drive, New Iberia, LA shall be cut with a rough cut mower monthly.

Edging- All plant and landscape tree bed areas shall be edged and trimmed such that a neat and manicured appearance is exhibited at all times. Trimmer guards shall be used when edging near parking areas, buildings, driveways, pedestrians and vehicles. Contractor shall use contractor-provided environmentally friendly weed control chemicals to ensure that fence lines and posts abutting the lawn area are kept free of weeds and vines.

Foreign Matter- All extraneous trash, limbs and debris shall be removed from lawn and adjacent parking and sidewalk areas to maintain a clean appearance. Foreign matter such as weeds, trash, fallen limbs, and debris accumulated during service visits will be moved to a designated on-site disposal area on the same day of service and disposed of appropriately. Contractor shall bear all responsibility and liability for proper disposal.

Ant Control- Contractor shall use contractor provided environmentally friendly ant control chemicals to kill all ant infestations in grass areas and shall continue applications as needed.

Health and Condition Reports- All serviced areas shall be inspected quarterly for reports on lawn health and condition. Reports shall note abnormal conditions such as insect infestations including, but not limited to ants, bees and wasps. Quarterly reports shall be submitted in the form of a written notice accompanying an invoice.

Service Times- Service shall take place on Saturdays and/or Sundays. The CONTRACTOR Superintendent shall call Facilities when arriving to begin work and when leaving, upon completion of work. Bush hogging service must be provided on Fridays only.

Documentation of Service- Contractor shall provide South Louisiana Community College Facilities with documentation of services performed at each site visit. Service visit documentation shall be emailed to [Facilities@solacc.edu](mailto:Facilities@solacc.edu) and include time and date of service. Copies of service visit documentation shall be included with any invoice submitted for payment.

Materials and Equipment- Contractor shall provide all labor, materials, tools, equipment and supplies necessary to perform specified services. All chemicals must be approved in writing by Facilities Director prior to application.

Qualifications- Bidder must provide the following all items below as part of their bid submission:

- Bidder's signed acknowledgement that Contractor and any sub-contractors shall comply with all laws, ordinances and requirements of all authority having jurisdiction over Owner's property.
- Bidder's signed acknowledgement that Contractor shall indemnify and hold Owner harmless, and its agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of the performance or non-performance of the services herein requested, which is for bodily injury, illness or death, or for property damage, including loss of use.
- Bidder's signed W-9 form.
- Proof of Operator's License for any application of chemicals required.

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE****1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

## **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

### **2. Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### **3. All Coverages**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

#### **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.



#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

## SITE VISIT VERIFICATION

This signed statement certifies that the vendor named below has visited the jobsite and is familiar with all the conditions surrounding the fulfillment of the specifications for this project.

*NOTE: THIS CERTIFICATION MUST BE SIGNED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE AND AGENCY REPRESENTATIVES AND MUST BE SUBMITTED WITH THE BID.*

Location	<b>320 Devalcourt St. Lafayette, LA 70506</b>
Contact Name	<b>Kenneth Hanks</b>
Contact Phone	<b>337-788-8115</b>
Signature/Date	

Location	<b>609 Ember Dr., New Iberia, LA 70560</b>
Contact Name	<b>Kenneth Hanks</b>
Contact Phone	<b>337-788-8115</b>
Signature/Date	

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Print Business Name:

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Bidder Signature:

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Date:

## INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of \_\_\_\_\_ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

\_\_\_\_\_ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

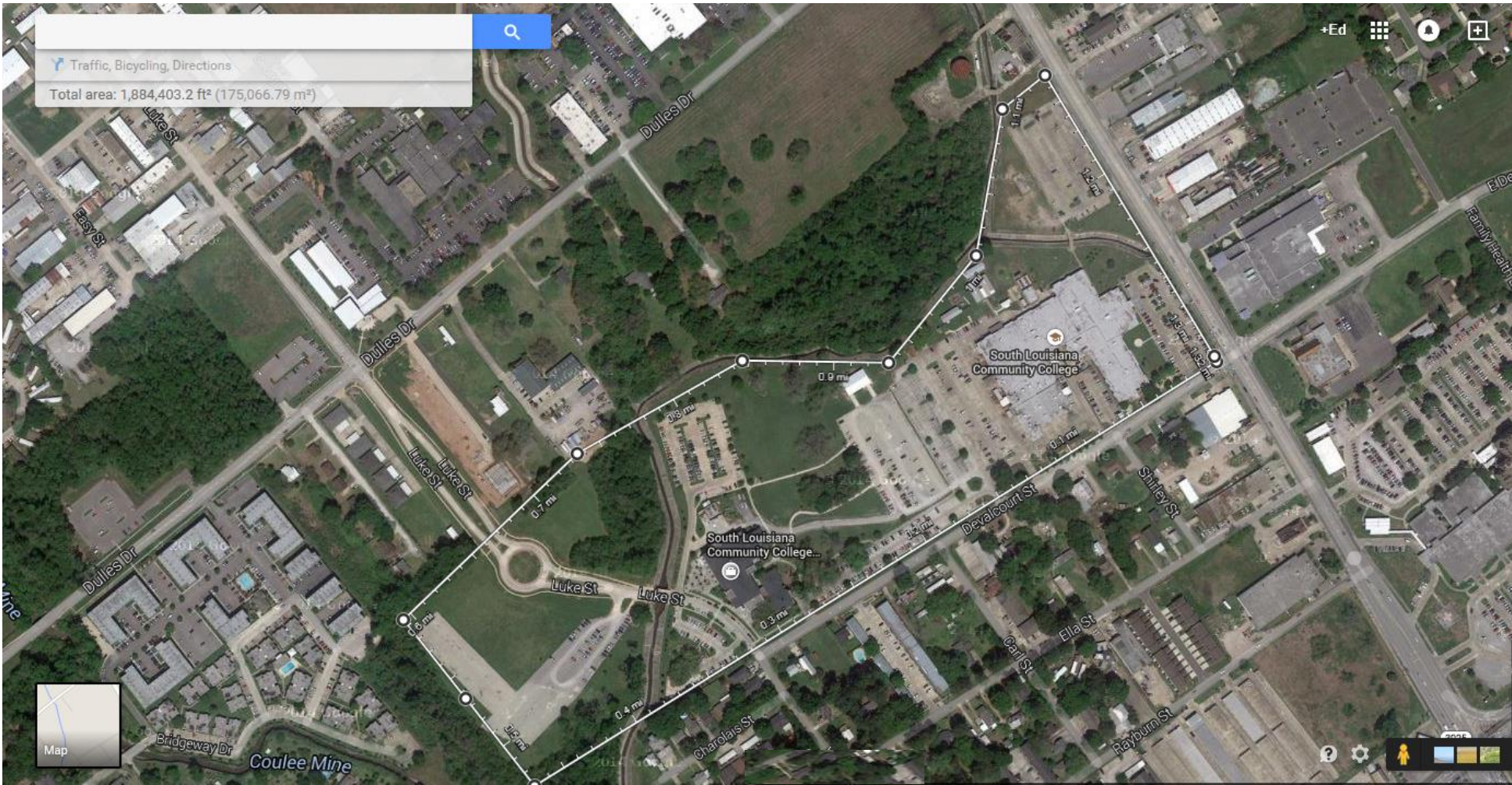
Accepted by \_\_\_\_\_ Company Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No



NOT TO SCALE

SERVICE AREA MAP FOR REFERENCE ONLY





NOT TO SCALE

SERVICE AREA MAP FOR REFERENCE ONLY